

General Terms and Conditions for Customers

The present 'General Terms and Conditions for Customers' are applicable to the relations between Takeaway.com and the Customers. These do not apply to Businesses (as defined below but including Restaurants and Stores) which are governed by the 'General Terms and Conditions for Restaurants'.

1. Definitions

Offer: the range of products and services offered by the Business that can be ordered by the Customer through the Platform.

Order: an order placed by the Customer with the Business through the Platform as regards the Offer selected by the Customer.

Customer: a natural person or legal entity placing an Order through the Platform.

Agreement: an agreement between the Customer and the Business regarding an Order and the delivery or collection of the Order.

Platform: the website(s), apps, tools and other equipment of Takeaway.com and its affiliated companies and business partners on which the Service is made available.

Business: a company listed on the Platform that makes available, sells, prepares, packages, picks and/or serves products and related items and uses the Platform for the establishment and payment of the Agreements.

Business Information: the information about the Business with regard to, among other things, the trader and their contact methods, the products and services made available within their Offer (for example, allergens, nutritional information, and ingredients) , prices for each individual product and service (including VAT), company logo, graphics, delivery area (including postal codes), delivery costs and minimum order amounts, and other information about the Business.

Age Restricted Item: any product with a minimum legal age requirement including but not limited to, for example, an alcoholic product.

Service: the commercial services and/or activities that are offered to the Customer by Takeaway.com, including publication of the Offer, facilitation of the conclusion of Agreements and transmission of Orders to the relevant Business.

Takeaway.com: Takeaway.com European Operations B.V. acting for itself and on behalf of any corporate entity or person that controls, are controlled by or under the common control, directly or indirectly, with Takeaway.com Group B.V.

Tip: voluntary amount paid by a Customer intended for the courier delivering the Order.

2. Identity of Takeaway.com

Takeaway.com operating under the name of 'Thuisbezorgd.nl':

Address principal place of business:

Piet Heinkade 61

1019 GM Amsterdam

The Netherlands

CoC: 64473716

VAT no.: NL815697661B01

Correspondence address:

Brouwerijstraat 10
7523 XD Enschede
The Netherlands

Email: info@thuisbezorgd.nl

Tel: 053-4805860 (open from Monday to Wednesday from 09:00h – 23:00h, Thursday and Friday from 09:00h – 00:00h, and Saturday and Sunday from 10:00h to 00:00h)

Fax: 053-4805861

3. Applicability

1. The present General Terms and Conditions for Customers are only applicable to the Service. Takeaway.com is not responsible for the Offer. As the case may be, the general terms and conditions of the Business shall be applicable to the Offer in addition.
2. By placing an Order the Customer directly concludes an Agreement with the Business for delivery of the Offer selected by the Customer. The Customer is bound by the Order and will not be entitled to a refund except in case of cancellation allowed pursuant to article 6 below.

4. The Offer

1. Takeaway.com publishes the Offer on behalf of the relevant Business, in accordance with the Business Information supplied by the Business. Takeaway.com shall not accept any responsibility or liability for the contents of the Offer and the Business Information on the Platform. The Business may use ingredients and additives of meals and drinks, that could cause allergies and intolerances. If a Customer is allergic to any foodstuffs, we advise to contact the Business by telephone for current allergen information before placing an Order.
2. Takeaway.com presents all Business Information in such a way that it is clear to the Customer what his rights and obligations are after having accepted the Offer.
3. Takeaway.com shall not accept any liability for Platform availability.

5. The Agreement

1. The Agreement is effective as from the moment the Customer finalizes the Order by clicking the 'Buy now' button during the process of placing an Order through the Platform.
2. After receipt of the Order, Takeaway.com will electronically confirm the Order to the Customer.
3. Where the Customer has not logged in or created an account previously, the Customer may have the option to continue with their Order as a guest. By completing the Order as a guest, the Customer agrees that Lieferando will create a temporary Lieferando guest account which will, unless otherwise stated in these General Terms and Conditions, be accessible only (a) from the device which the Customer uses to place the Order; and (b) for a period of up to twelve months following the date of the Order. The Customer's access to their temporary guest account will expire on the "Expiry Date" which shall be the earlier of (i) the date falling six months after the date on which the Customer last accessed the temporary guest account; (ii) the date falling twelve months after the date on which the temporary guest account was created; or (iii) the date on which the Customer logs out of their temporary guest account, or clears the cache on the device which the Customer used when the temporary guest account was created.

4. The Agreement can only be performed by the Business if the Customer provides correct and complete contact and address details when placing the Order. In the case of a “Pickup” or “Dine In” order, an address is not required. The Customer has the obligation to immediately report inaccuracies in payment details provided or stated to Takeaway.com or the Business.
5. With respect to information on the status of his Order, after having placed the Order the Customer is required to be available by telephone or email (as indicated when placing the Order) for both the Business and Takeaway.com.
6. If the Customer decides to have the Order delivered, the Customer must be present at the delivery address indicated by the Customer in order to receive the Order items. If the Customer is not present at the delivery address when the Order is delivered, and the Order is being delivered by Takeaway.com (rather than the Business itself) Takeaway.com will make reasonable efforts to contact the Customer in order to determine where to leave the Order. If Takeaway.com is unable to contact the Customer, Takeaway.com may leave the Order at a reasonable location outside, close to the delivery address. Takeaway.com will not be responsible for the Order (including the quality or safety of the contents of the Order when the Customer finds it) after delivering the Order. Please note that when the Business is delivering the Order itself, rather than using Takeaway.com's delivery services, the Business will decide whether to leave the Order outside the delivery address if the Customer is not present.
7. If the Business that you place your Order with receives delivery services provided by Takeaway.com, Takeaway.com may charge the Customer a delivery fee and/or a service charge. The delivery fee and service charge applying to the Order may vary depending on a number of factors, including location, the Business selected, and the value of the items in the Order, but these costs will always be shown on the Platform before a customer places an Order. A receipt for the delivery fee and service charge can be requested with Takeaway.com.
8. If the Customer chooses to use Pickup and collect the Order, he must be present at the chosen time at the Business's pick-up location, which is indicated in the confirmation email, text message or on the Takeaway.com website. In case the Customer places a “Dine In” Order, he is expected to be present at or inside the Business's premises at the time of ordering until the Order is delivered to him. Placing a “Dine In” order does not guarantee a faster delivery to the Customer than to other customers.
9. Upon ordering as well as when delivering or collecting Orders containing Age Restricted Items, Takeaway.com and the Business will, pursuant to applicable laws and regulations, ask the Customer for identification. If the Customer cannot identify himself adequately or does not meet the minimum age requirements, the Age Restricted Items of the Order will not be delivered, and Takeaway.com and the Business are also free to refuse the Order in its entirety. If the Age Restricted Items are not delivered pursuant to this section, the Customer may be charged a cancellation fee, which cancellation fee will consist of at least the value of the Age Restricted Items from the respective Order.
10. Takeaway.com does not accept any liability relating to the execution of the Agreement.
11. After placing the Order, the Customer may, at its sole discretion, choose to Tip a courier via the available online payment methods. Tipping may not be available on a “Take Out” or “Dine In” order.
12. The Tip is intended for the couriers and cannot be considered as payment for services of Takeaway.com. Takeaway.com will thereby only act as a trustee and transferor of the Tip amounts.

13. Takeaway.com will transfer the Tip to the couriers in case those are directly engaged via Takeaway.com. In case a courier is not engaged via Takeaway.com but directly by the Business, Takeaway.com transfers the Tip to the Business and obliges the Business to pay-out the Tip to the courier. Takeaway.com cannot guarantee or be held responsible for the transfer of the Tip from the Business to the courier.

14. After the Customer has received a confirmation of placing the Tip, the Tip cannot be refunded or returned.

6. Dissolution of the Agreement and cancellation of the Order

1. If you, the Customer, are a consumer, you may have certain legal or statutory rights when you order products via the Platform. Without prejudice to these rights (which, if applicable, will not be affected), the Customer may not dissolve the Agreement where the goods contained in the Offer are perishable, have been individual tailored to the customer, are not suitable for return due to hygiene or health reasons, or have been inseparably mixed with other goods following delivery. Orders cannot be cancelled by the Customer with Takeaway.com. Cancellation of the Order with the Business is only possible by the Customer if the Business explicitly indicates that Cancellation of the Order by the Customer is possible.

2. The Business is entitled to cancel the Order, e.g., if the Offer is no longer available, if the Customer has provided an incorrect or inoperative telephone number or other contact information, or in case of force majeure.

3. If the Customer places a false Order (for example by providing incorrect contact information, by not paying or by not being present on the delivery or collection location in order to receive the Order) or otherwise fails to comply with his obligations pursuant to the Agreement, Takeaway.com shall be entitled to refuse any future Orders from such Customer.

4. Takeaway.com is entitled to refuse Orders and cancel Agreements on behalf of the Business, if there is reasonable doubt about the correctness or authenticity of the Order or contact information. If the Customer places Orders that appear as false or fraudulent, Takeaway.com may report this to the police.

7. Payment

1. At the moment the Agreement is concluded in accordance with the provisions of article 5.1 of these General Terms and Conditions for Customers, Customer is obliged to pay the Business for the Order. The Customer may fulfil this payment obligation by using an online payment method through the Platform or by payment to the Business at the door or at the collection location.

2. Subject to the provisions of article 6 of these General Terms and Conditions for Customers, the (partial) reimbursement of an online payment shall only be possible if the Order cannot be delivered (entirely). The reimbursement shall always be made into the same account as the one from which the payment has been made. Depending on the payment method used by the Customer, the processing of the reimbursement will take a maximum of 10 working days.

3. The Business has authorized Takeaway.com to accept the Customer's online payment on behalf of the Business.

8. Complaints settlement

1. Complaints from the Customer about the Offer, the Order or the performance of the Agreement, are to be filed with the Business. The sole responsibility for the Offer of the

Business and the performance of the Agreement lies with the Business. Takeaway.com may only assume a mediating role.

2. If the Customer has a complaint as regards the Service, the complaint is to be communicated by means of the contact form, by email or ordinary mail to the Takeaway.com customer service, at the contact address as indicated in article 2 of the present General Terms and Conditions for Customers.
3. Once the complaint has been received by Takeaway.com, the latter shall respond as soon as possible, but not later than within one week, with a confirmation of receipt. Takeaway.com aims to handle the complaint as soon as possible, but not later than within two weeks.
4. Complaints as described in sections 1 and 2 of this article must be filed promptly within due time after the Customer has detected the shortcomings, be fully and clearly described and filed with the respective Business (section 1) or Takeaway.com (section 2).
5. The European Commission manages an ODR platform. This platform can be found on <http://ec.europa.eu/odr>. Takeaway.com explicitly excludes the use of any Alternative Dispute Resolution as referred to in Directive 2013/11/EU. The email address of Takeaway.com is info@thuisbezorgd.nl.

9. Professional Liability Insurance

1. Takeaway.com has signed a professional liability insurance with:

Achmea Schadeverzekeringen N.V.
Laan van Malkenschoten 20
7333 NP Apeldoorn
The Netherlands

Through the following insurer:

Meijers Assurantiën B.V.
Van Heuven Goedhartlaan 935
1181 LD Amstelveen
The Netherlands

The professional liability insurance is applicable all over the world, with the exception of the United States of America and Canada.

10. Newsletter

1. When placing the Order, the Customer may also subscribe to the newsletter. The Customer can unsubscribe from this newsletter through www.thuisbezorgd.nl/nieuwsbrief or by contacting the customer service by using the contact data as mentioned under 'Correspondence Address' in article 2 of these General Terms and Conditions for Customers.

11. Inspection and correction of stored personal data

1. Takeaway.com shall process personal data relating to the Customer. The processing of personal data is subject to the [Privacy Statement](#).